



## CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Master Storm Drain Agreements Modifications: Parkwest and Sunwest IV

MEETING DATE: August 7, 1991

PREPARED BY: Public Works Director

**RECOMMENDED ACTION:** That the City Council approve modifications to the revised Master Storm Drain Agreements for Parkwest and Sunwest IV and authorize the City Manager to execute the agreements on behalf of the City.

**BACKGROUND INFORMATION:** In our work on the Impact Fee Program and in particular, the Master Storm Drain Fund, staff realized we have a problem in interpreting the amount of future reimbursements under two existing agreements. These agreements were written for two developments that installed Master Storm Drain facilities as part of their improvements. The agreements (Exhibits A & C) provided that the dollar credit for master storm improvements made by the developer be converted to "fee paid" acreage. Since the acreage credit exceeded the acreage developed, the developers would then receive the acreage fee paid by subsequent development. This arrangement was **done** to include "an amount attributable to interest" as required by Section 66486 of the Subdivision Map Act. The intent of the agreement was that as Master Storm Drain Fees are updated by the Engineering News Record Index (ENR), the reimbursable amount would increase at the same rate. The problem is that since the date of the agreements, the Master Storm Drain Fee Program has undergone a major revision; one could even argue that the fee referred to in the agreement no longer exists, therefore the reimbursement is now zero. Staff felt an amendment to the agreement was necessary to eliminate uncertainty on this point.

At the time of the agreement, the Master Storm Drain Fee was a single fee (\$3,670 per gross acre for Parkwest and \$3,860 for Sunwest IV). The revision adopted in 1989 separated residential and non-residential acreage resulting in two fees. If they had been reimbursed then for residential acreage, they would have received only \$3,620/acre. We have recalculated what the old fee would have been based on the ENR Index. This amount is \$4,290 per acre. Thus value of the credit should be **\$266,838** for Parkwest and \$154,869 for Sunwest IV.

The new agreements will use the above credits as a base value and will update that amount each January 1 by the ENR Index. The logic of using the ENR Index is that subsequent development should not have to pay more for earlier construction of improvements than what they would cost at their time of development. The ENR construction cost index is the appropriate index for this purpose.

APPROVED. \_\_\_\_\_

*Thomas A. Peterson*

THOMAS A PETERSON

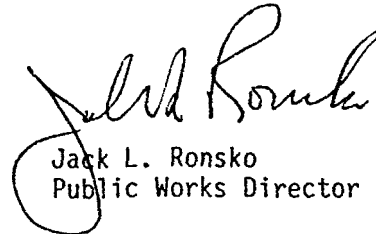
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Council Communication  
Master Storm Drain Agreements Modifications  
August 7, 1991  
Page 2

The developers were contacted and provided with a draft agreement (Exhibits B & D). They have verbally agreed to the changes.

In addition to the storm drain changes, the Sunwest IV agreement includes a change related to the last unit (Sunwest 12) of the Sunwest IV project. The Sunwest 12 project included the construction of a temporary sanitary sewer lift station plus the developer was required to pay his fair share of the cost of the permanent lift station to be constructed near Kettleman Lane and Mills Avenue. Payment was to be made prior to acceptance of Sunwest 12. That amount has been calculated as part of the Impact Fee Program and has been included in this new agreement and will be deducted from the Storm Drain amount due the developer. The City will then transfer the funds (\$2,570) from the Storm Drain Fund to a new fund for the lift station.

FUNDING: Storm Drain Fund (123.1)



Jack L. Ronsko  
Public Works Director

Prepared by: Richard C. Prima, Jr., Assistant City Engineer

JLR/RCP/cll

Attachment

cc: Assistant Civil Engineer  
Jerald Kirsten  
Fred Baker

AGREEMENT

THIS AGREEMENT entered into this 20th day of July, 1983, by and between Park West, a limited Partnership, hereinafter called Grantor, and the CITY OF LODI, hereinafter called City, for the development of Master Storm Drain facilities for Lodi Park West Subdivision, located in the "E" Drainage Area (generally bounded by Lower Sacramento Road and the W.I.D. Canal as shown on the City Master Storm Drain Plan, see Exhibit A).

W I T N E S S E T H:

1. Grantor agrees to grant to the City and the City agrees to accept a grant deed for that certain real property in the City of Lodi, County of San Joaquin, State of California, described as follows:

A portion of the Northwest Quarter of Section 3, Township 3 North, Range 6 East, Mount Diablo Base and Meridian being more particularly described as follows:

Commencing at the center of Section 3, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, and run along the South line of the Northwest Quarter of Section 3, North 89° 30' West, 1423.48 feet to the

True Point of Beginning; thence North 6° 24' 42" West, 16.41 feet; thence along a curve to the right, having a radius of 750 feet, a central angle of 6° 24' 42", an arc length of 83.93 feet and a chord which bears North 3° 12' 21" West, thence North, 190.00 feet; North 89° 30' West, 275.00 feet; South 80° 03' 14" West, 551.52 feet; North 89° 30' West, 257.50 feet; thence South 0° 02' 45" East, 190.00 feet to a point on the South line of the Northwest Quarter; thence along said South line of the Northwest Quarter, South 89° 30' East, 1052.12 feet to the True Point of Beginning and containing 5.95 acres.

2. City **agrees** to credit Grantor for Master Storm Drain fees the **sum** of \$119,000.00 for the property above described when title is transferred to City free and clear of liens and encumbrances except unpaid current taxes, covenants, conditions, restrictions, and utility easements of record, **if any**.
3. Both parties understand and agree that:
  - (a) The amount to be credited under paragraph 2 above shall be applied **as a** credit toward City of Lodi Master Storm Drain Fees for the Lodi Park West Subdivision. The amount shall be converted to acreage at the present Master Storm Drain Fee rate of \$3,670.00 per acre; thus **32.4** acres of Lodi Park West

will be considered as having paid *the* Master Storm Drain Fee.

- (b) Grantor will **install** Master Storm Drain facilities as required by the **City as** part of the development **of** Lodi Park **West**. The cost of **such** facilities will be credited toward Master Storm Drain Fees by converting the cost to drainage fee paid acreage at the rate of **the** Master Storm Drain **Fee** in effect **at** the time the improvements are accepted by **the** City.
  - (c) City will furnish the basic design for the Master Storm Drain facilities **and** Grantor's engineer will prepare plans and specifications at Grantor's **cost**.
  - (d) Grantor will excavate the **basin** to the line and grade approved **by** the City at his expense.
  - (e) Grantor will construct at his expense any temporary facilities needed **to** make the drainage system functional but **are** not part of the ultimate Master Drain System.
4. In the **event** the acreage computed in 3(b) **above** exceeds the acreage of Lodi **Park West** Subdivision, City shall reimburse **Grantor** for this excess acreage in accordance with the following:

As the **City** collects Master Storm Drain Fees from other acreage within the "E" Drainage Area, such acreage fees shall be paid **to** Grantor until the excess acreage is reached, **except** that **if** the development paying the fee requires additional Master

I.

Storm Drain facilities, the acreage fee shall be applied to those facilities prior to paying Grantor.

5. City agrees to pay all title, escrow and recording fees.
6. Both parties agree to recording of the deed and this Agreement.
7. Both parties agree that they have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration and shall relieve City of all further obligation or claims.
8. This agreement is binding on the heirs, executors, administrators, and assigns of the parties hereto.
9. Both parties agree that this agreement shall expire July 1, 2008. Any Master Storm Drain Fees collected after that date shall be retained by the City.

PO, Notices pertaining to this agreement shall be sent to:

Jerry Kirsten

City of Lodi

320 S. Crescent Avenue  
Lodi, CA 95240

Public Works Director  
P.O. Box 320

Lodi, CA 95241

IN WITNESS WHEREOF the parties have executed this  
Agreement the day and year hereinabove written.

CITY OF LODI, a Municipal  
Corporation

By:

Henry A. Graves  
Henry A. Graves  
City Manager

Jerald Kinton  
Partner  
Bentbopper

Attest:

Alice M. Reimche  
Alice M. Reimche  
City Clerk

FINAL

LODI PARK WEST / AREA MASTER STORM DRAIN AGREEMENT

Summary Sheet

December 4 1986

Unit	Acres	Master Storm Drain System Item	Cost	Acreage Fee	Acres Credited	Net Acres
#1	13.7	Basin Land	119000.00	3670	32.4	18.7
		36" SD @ LSR & structure	34909.00	3750	9.3	28
#2 & #3	19.1					8.9
		36" & 48" SD	96327.00			
		Basin St. Work #2	9901.60			
		Basin St. Work #3	6251.00			
		Utilities #2	12992.50			
		Utilities #3	5933.00			
		Subtotal	131395.10	5755	35	43.9
		Basin: Pump Sta	131575.14			
		Int Drain	24759.50			
		Fencing	23715.00			
		Turf/Spr	44365.00			
		Subtotal	224414.64	3790	53.2	103.1
#4	6.5					96.6
#5	8.8					87.8
		48" SD	32800.00	3790	3.7	96.5
#6	13					83.5
#7	9.2					73.7
#8	11.5					62.2
Total Developed	82.4					
Park West Total	89.1					
Remainder	6.7	(Basin)				



PARKWEST (E-AREA) MASTER STORM DRAIN  
AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1991 by and  
between Park West, a Limited Partnership hereinafter called "Developer"  
and the CITY OF LODI, a Municipal Corporation, hereinafter called "City".

WITNESSETH

Whereas, DEVELOPER and CITY have entered into a previous Storm Drain Agreement dated July 20, 1983 regarding Master Storm drain improvements and fee credits and reimbursements; and

Whereas, the Master Storm Drain Fee cited in the storm agreement no longer exists, thus creating an ambiguity in determining future reimbursements as called for in the agreement;

NOW, THEREFORE, in consideration of and subject to the covenants and conditions herein contained, it is further agreed by and between the parties as follows:

- 1) The value of the reimbursement cited in Section 4 of the Storm Agreement is \$266,835 as of January 1, 1991 based on what the Master Storm Drain Fee would have been.
- 2) City agrees to reimburse Developer the amount of \$266,838 plus an amount attributable to interest per the following:
  - a) As the City collects fees under a Storm Drainage fee program from property in E-area, such fees shall be paid to Developer until the above amount is reached except that if the development paying the fee requires additional storm drain facilities per the Storm Drainage Fee program, the fees shall be applied to those facilities prior to reimbursing developer.
  - b) The reimbursable amount shall be recalculated in January of each year based on \$266,338 less any reimbursements made in the previous year multiplied by the Engineering News Record 20 Cities Construction Cost Index for the date nearest January 1, divided by 4770 (the Index for January 1, 1991).
- 3) This agreement supersedes Section 4 of the foresaid Storm Drain Agreement.
- 4) Both parties agree to the recording of this agreement.

- 5) Both parties agree that they have herein set forth the whole of their Agreement. The performance of this agreement constitutes the entire consideration and shall relieve City of all further obligation or claims.
- 6) This Agreement is binding on the heirs, executors, administrators and assigns of the partner hereto.
- 7) Notices and/or reimbursements pertaining to this agreement shall be sent to:

Jack L. Ronsko  
Public Works Director  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

DEVELOPER'S ADDRESS  
Jerald Kirsten  
1726 Windjammer Court  
Lodi, California 95242-4286

It is Developer's responsibility to keep City notified of current address.

EXECUTION

DATED this \_\_\_\_\_ Day of \_\_\_\_\_, 1991.

In Witness Whereof, \_\_\_\_\_

\_\_\_\_\_ have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be affixed by its proper officers thereunto duly authorized.

\_\_\_\_\_  
Jerald Kirsten

\_\_\_\_\_  
Sen Schaffer

CITY OF LODI, A MUNICIPAL CORPORATION

By \_\_\_\_\_  
Thomas A. Peterson, City Manager

ATTEST:

\_\_\_\_\_  
Alice M. Reimche, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob McNatt, City Attorney

AGPARKWE/TXTW.01L

SUNWEST UNIT IV  
MASTER STORM DRAIN AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1987, by and between Chris R. Keszler, hereinafter called Subdivider, and the CITY OF LODI, hereinafter called City, for the development of Master Storm Drain facilities for SUNWEST UNIT IV Subdivision, as shown on Exhibit A, attached, located in the "G" Drainage Area (generally bounded by Lower Sacramento Road, the W.I.D. Canal and Harney Lane as shown on the City Master Storm Drain Plan, see Exhibit A).

1. Both parties understand and agree that:

- (a) Subdivider will install Master Storm Drain facilities as required by the City as part of the development of Sunwest Unit IV. Such facilities include, but are not limited to, the trunk line connecting the existing 36" line in Interlaken Drive to the G-Basin and existing 48" line in Century Boulevard. The cost of such facilities will be credited toward Master Storm Drain fees by converting the cost to drainage fee paid acreage at the rate of the Master Storm Drain Fee in effect at the time the improvements are accepted by the City.
  - (b) Payment of Master Drainage Fees normally made at the time of map filing will be waived in favor of the terms of the Agreement. In the event Subdivider files multiple maps for Sunwest Unit IV, the drainage fee paid acreage shall be reduced by the applicable acreage for each map in the order in which said maps are filed.
  - (c) City will furnish the basic design for the Master Storm Drain facilities and Subdivider's engineer will prepare plans and specifications at Subdivider's cost.
  - (d) Subdivider will excavate G-Basin to the line and grade approved by the City at his expense. Excavated material shall be used to fill the existing Sunwest basin located at Interlaken Drive or for grading Sunwest Unit IV. No material shall be sold or otherwise disposed of without the written consent of the City. Excess material shall be stockpiled to the City's approval at the G-Basin site.
  - (e) Subdivider will construct at his expense any temporary facilities needed to make the drainage system functional, but are not part of the ultimate Master Drain System.
2. In the event the acreage computed in 1(a) above exceeds the acreage of Sunwest Unit IV Subdivision, City shall reimburse Subdivider for this excess acreage in accordance with the following:

As the City collects Master Storm Drain Fees from other acreage within the "G" Drainage Area, such acreage fees shall be paid to Subdivider until the excess acreage is reached, except that if the development paying the fee requires additional Master Storm Drain facilities, the acreage fee shall be applied to those facilities prior to paying Subdivider.

3. Subdivider agrees to pay City the sum of \$80,902.01 toward the installation costs of the 60" storm drain in Sylvan Way and Sage Way. Said payment shall be for the cost difference between the 36" storm drain facility previously planned for the Meadows Subdivision and the 60" storm drain facility actually installed.
4. Both parties agree to recording of the deed and this Agreement.
5. Both parties agree that they have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration and shall relieve City of all further obligation or claims.
6. This agreement is binding on the heirs, executors, administrators, and assigns of the parties hereto.
7. Both parties agree that this agreement shall expire July 1, 2011. Any Master Storm Drain Fees collected after that date shall be retained by the City.
8. Notices pertaining to this agreement shall be sent to:

City of Lodi  
Public Works Director  
Call Box 3006  
Lodi, &A 95241-1910

IN WITNESS WHEREOF the parties have executed this Agreement the day and year hereinabove written.

CITY OF LODI, a Municipal Corporation

By: Thomas A. Peterson  
Thomas A. Peterson, City Manager

Attest: Alice M. Reimche  
Alice M. Reimche, City Clerk

Chris R. Kiefer

\_\_\_\_\_

\_\_\_\_\_

# SUNWEST UNIT IV/ G AREA MASTER STORM DRAIN AGREEMENT

Summary Sheet

APRIL 23, 1991

Unit	Acres	Master Storm Drain System Item	Cost	Acreage Fee	Acres Credited	Net Acres
#4	10.3					11.9
1/2 Sts.	1.6					
		Clear & Grub	\$6,000.00			
		36" SD	22,422.00			
		48" SD	76,959.00			
		54" SD	45,017.00			
		60" SD	147,696.00			
		60" SD (Cl. III)	25,200.00			
		60" SD (Cl. IV)	26,550.00			
		60" MH	8,400.00			
		48" MH	6,750.00			
		Subtotal	\$364,994.00	3860	94.6	82.7
#5	3					79.7
#6	1.8					77.9
#7	7.7					70.2
#8	5.4					64.8
PM 87P008	1.1					63.7
#9	4.1					59.6
#10	7.5					52.1
#11	2.0					50.1
#12	14					36.1
*****						
Total Deve loped	58.5					

SUNWEST UNIT 12 MASTER STORM DRAIN AND  
SANITARY SENE4 LIFT STATION  
AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1991 by and  
between Chris Keszler and Fred Baker hereinafter called "Developer" and  
the CITY OF LODI, a Municipal Corporation, hereinafter called "City".

WITNESSETH

Whereas, DEVELOPER and CITY have entered into a previous agreement dated  
May 2, 1990 regarding the development of Sunwest Unit No. 12, Tract No.  
2378; and

Whereas, Chris Keszler and City have also entered into a previous  
agreement dated July 1, 1987 regarding Sunwest IV Master Storm Drain  
Agreement which included the area of Sunwest Unit No. 12 (hereafter  
referred to as Storm Agreement); and

Whereas, the tentative map conditions and the subdivision agreement for  
said Sunwest Unit No. 12 included the requirement that DEVELOPER pay the  
costs for abandonment of temporary lift station and DEVELOPER'S portion of  
the future Kettleman Cane sewer lift station; and

Whereas, costs for said Kettleman Lane sewer lift station have been  
determined by Nolte and Associates and Angus McDonald and Associates to be  
\$1,555 per gross acre; and

Whereas, costs for said temporary lift station abandonment have been  
determined by the City to be \$5,800; and

Whereas, the Master Storm Drain Fee cited in the storm agreement no longer  
exists, thus creating an ambiguity in determining future reimbursements as  
called for in the agreement;

NOW, THEREFORE, in consideration of and subject to the covenants and  
conditions herein contained, it is further agreed by and between the  
parties as follows:

- 1) The value of the reimbursement cited in Section 2 of the Storm  
Agreement is \$154,869 as of January 1, 1991 based on what the Master  
Storm Drain Fee would have been.
- 2) The value of the sanitary sewer lift station work cited above is  
\$27,570 (14.0 acres in Sunwest 12 x \$1,555/acre plus \$5,800)  
as of January 1, 1991.

- 3) City agrees to establish a separate fund for the future Kettleman Lane Lift Station and transfer 427,570 from the Master Drainage Fee (123.0) fund to this new fund.
- 4) City agrees to reimburse Developer the amount of \$127,299 (based on \$154,869 less \$27,570) plus an amount attributable to interest per the following:
  - a) As the City collects fees under a Storm Drainage Fee program from property in G-area, such fees shall be paid to Developer until the above amount is reached except that if the development paying the fee requires additional storm drain facilities per the Storm Drainage Fee program, the fees shall be applied to those facilities prior to reimbursing developer.
  - b) The reimbursable amount shall be recalculated in January of each year based on \$127,299 less any reimbursements made in the previous year multiplied by the Engineering News Record 20 Cities Construction Cost Index for the date nearest January 1, divided by 4770 (the Index for January 1, 1991).
- 5) The CITY agrees to:
  - a) Use payment from DEVELOPER to help construct said Kettleman Lane Sewer Lift Station and abandon the temporary lift station which was constructed with Sunwest No. 12.
- 6) This agreement supersedes Section '2 of the foresaid Storm Drain Agreement.
- 7) Both parties agree to the recording of this agreement.
- 8) Both parties agree that they have herein set forth the whole of their Agreement. The performance of this agreement constitutes the entire consideration and shall relieve City of all further obligation or claims.
- 9) This Agreement is binding on the heirs, executors, administrators and assigns of the partner hereto.
- 10) Notices and/or reimbursements pertaining to this agreement shall be sent to:

Jack L. Runsko  
Public Works Director  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

DEVELOPER'S ADDRESS

Fred Baker  
317 West Lodi Avenue  
Lodi, California 95240

It is the Developer's responsibility to keep the City notified of current address.

**EXECUTION**

DATED this \_\_\_\_\_ Day of \_\_\_\_\_, 1991.

In Witness Whereof, \_\_\_\_\_

have caused their names to be hereunto affixed and the **City of Lodi** has caused its corporate name and seal to be affixed by its proper officers thereunto duly authorized.

\_\_\_\_\_  
Chris Keszler

\_\_\_\_\_  
Fred Baker

**CITY OF LODI, A MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Thomas A. Peterson, City Manager

**ATTEST:**

\_\_\_\_\_  
Alice M. Reimche, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bob McNatt, City Attorney



CITY COUNCIL

DAVID M. HINCHMAN, Mayor  
JAMES W. PINKERTON, Jr.  
Mayor Pro Tempore  
PHILLIP A. PENNINO  
JACK A. SIEGLOCK  
JOHN R. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795  
August 15, 1991

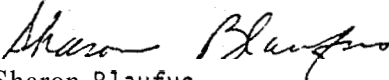
THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOB McNATT  
City Attorney

Mr. Jerald Kirsten  
1726 Windjammer Court  
Lodi, CA 95242-4286

SUBJECT: Parkwest (E-Area) Master Storm Drain Agreement

The enclosed agreement **was** approved by the City Council at their meeting of August 7, 1991. Please sign the agreement and return one copy **as soon as** possible. You ~~make~~ keep the second copy for your records.

Please call me if you have any questions.

  
Sharon Blaufus  
Administrative Assistant

SB/1n

Enclosures

cc: City Clerk ✓

LPARKWST/TXTW.02M

CITY COUNCIL

DAVID M. HINCHMAN, Mayor  
JAMES W. PINKERTON, Jr.  
Mayor Pro Tempore  
PHILLIP A. PENNING  
JACK A. SIECLOCK  
JOHN R. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795  
August 15, 1991

THOMAS A. PETERSON  
City Manager

ALICE M. REIMCHE  
City Clerk

BOB McNATT  
City Attorney

Mr. Fred Baker  
317 West Lodi Avenue  
Lodi, CA 95240

SUBJECT: Sunwest Unit 12 Master Storm Drain and  
Sanitary Sewer Lift Station Agreement

The enclosed agreement was approved by the City Council at their meeting of August 7, 1991. Please complete the developer's address information on page two, sign the agreement and return one copy **as** soon as possible. You **make keep** the second copy for your records.

Please call me if you have any questions.

*Sharon Blaufus*  
Sharon Blaufus  
Administrative Assistant

SB/1m

Enclosures

cc: City Clerk ✓

LSUNWEST/TXTW.02M

CITY COUNCIL

DAVID M. HINCHMAN, Mayor  
JAMES W. PINKERTON, Jr.  
Mayor Pro Tempore  
PHILLIP A. FENNINO  
JACK A. SIEGLOCK  
JOHN R. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795  
August 16, 1991

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOB McNATT  
City Attorney

Mr. Fred Baker  
317 West Lodi Avenue  
Lodi, CA 95240

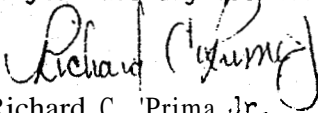
SUBJECT: Sunwest Unit No. 12

The City Council of the City of Lodi, at its meeting on August 7, 1991, accepted the public improvements that were made in the subject project.

Enclosed for your files is a copy of the resolution accepting the public improvements. From the date of the resolution, the City of Lodi will maintain the street and other public improvements installed within rights-of-way and public utility easements as shown on the approved plans.

The enclosed letter has been sent to your bank so the Instrument of Credit covering faithful performance can be exonerated. The Instrument of Credit covering labor and materials must remain in effect for a period of 90 days from the date of the resolution, in conformance with State law. On November 5, 1991 this instrument can be released if no claims have been filed.

If you have any questions, please contact me.

  
Richard C. Prima Jr.  
Assistant City Engineer

RCP/lm

Enclosures

cc: Building Division  
Police Department  
Fire Department  
Electric Utility Department  
Water/Wastewater Division  
Street Division  
City Clerk ✓  
Farmers and Merchants Bank

LSUNWEST.1/TXTW.02M

CITY COUNCIL

DAVID M. HINCHMAN, Mayor  
JAMES W. PINKERTON, Jr.  
Mayor Pro Tempore  
PHILLIP A. PENNINO  
JACK A. SIECLOCK  
JOHNR. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795

August 16, 1991

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOY McNATT  
City Attorney

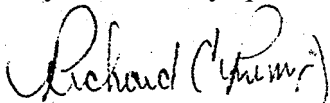
Farmers and Merchants Bank  
121 West Pine Street  
Lodi, CA 95240

SUBJECT: Sunwest Unit No. 12

The City Council of the City of Lodi, at its meeting on August 7, 1991, accepted the public improvements in the subject project. A copy of the Resolution is enclosed for your files.

This letter is your authorization to exonerate the Instrument of Credit covering faithful performance. The Instrument of Credit covering labor and materials must remain in effect until November 5, 1991, in conformance with State law. You will receive no further correspondence regarding the release of the Instrument of Credit for labor and materials unless a claim is filed.

If you have any questions, please contact me.



Richard C. Prima Jr.  
Assistant City Engineer

RCP/1m

Enclosure

cc: Fred Baker  
City Clerk ✓

LSUNWEST.2/TXTW.02M